

1 Luke Busby, Esq.
2 Nevada State Bar #10319
3 316 California Avenue
4 Reno, Nevada 89509
5 (775) 453-0112
6 luke@lukeandrewbusbyltd.com
7 *Attorney for the Plaintiff*

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 ERIN WARE,

11 Plaintiff,

12 v.

13 KEAST, et al.,

14 Defendants.
15
16
17

Case No.: 3:22-cv-00037-ART-CSD

STIPULATED PROTECTIVE ORDER

18
19 In order to protect the confidentiality of confidential information obtained by the
20 parties in connection with this case, the Court Orders the following:

21 Any party or non-party may designate as "confidential" (by stamping the
22 relevant page or otherwise as set forth herein) any document or response to discovery
23 which that party or non-party considers in good faith to contain confidential
24 information, subject to protection under the Federal Rules of Civil Procedure, or state or
25 federal law ("Confidential Information"). Where a document or response consists of
26 more than one page, the first page and each page on which confidential information
27 appears shall be so designated. This protective order shall also constitute an
28

1 authorizing order of a court of competent jurisdiction under 5 U.S.C. § 552a(b)(11) (part
2 of the Privacy Act).

3 A party or non-party may designate information disclosed during a deposition or
4 in response to written discovery as "confidential" by so indicating in said response or a
5 party or non-party may designate in writing, within twenty (20) days after receipt of said
6 responses or of the deposition transcript for which the designation is proposed, that
7 specific pages of the transcript and/or specific responses be treated as "confidential"
8 information. Any other party may object to such proposal, in writing or on the record.
9 Upon such objection, the parties shall follow the procedures described in paragraph 8
10 below. After any designation made according to the procedure set forth in this
11 paragraph, the designated documents or information shall be treated according to the
12 designation until the matter is resolved according to the procedures described in
13 paragraph 8 below, and counsel for all parties shall be responsible for marking all
14 previously unmarked copies of the designated material in their possession or control
15 with the specific designation.
16

17 All information produced or exchanged in the course of this case (other than
18 information that is publicly available) shall be used by the party or parties to whom the
19 information is produced solely for the purpose of this case.
20

21 Except with the prior written consent of other parties and the non-party
22 providing the Confidential Information, if applicable, or upon the prior order of this
23 Court obtained upon notice to opposing counsel, Confidential Information shall not be
24 disclosed to any person other than:

25 (a) counsel for the respective parties to this litigation, including in-house counsel
26 and co-counsel retained for this litigation;

27 (b) employees of such counsel;
28

1 (c) individual parties, any officer or employee of a party, to the extent deemed
2 necessary by Counsel for the prosecution or defense of this litigation;

3 (d) consultants or expert witnesses retained for the prosecution or defense of
4 this litigation, provided that each such person shall execute a copy of the
5 Certification annexed to this Order as Exhibit "A" (which shall be retained by
6 counsel to the party so disclosing the Confidential Information and made
7 available for inspection by opposing counsel during the pendency or after the
8 termination of the action only upon good cause shown and upon order of the
9 Court) before being shown or given any Confidential Information;
10

11 (e) any authors or recipients of the Confidential Information;

12 (f) the Court, Court personnel, and court reporters; and

13 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall
14 sign the Certification before being shown a confidential document. Confidential
15 Information may be disclosed to a witness who will not sign the Certification
16 only in a deposition at which the party who designated the Confidential
17 Information is represented or has been given notice that Confidential Information
18 shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses
19 shown Confidential Information shall not be allowed to retain copies.
20

21 Any persons receiving Confidential Information shall not reveal or discuss such
22 information to or with any person who is not entitled to receive such information,
23 except as set forth herein.

24 Unless otherwise permitted by statute, rule, or prior court order, papers filed
25 with the Court under seal shall be accompanied by a contemporaneous motion for
26 leave to file those documents under seal, and shall be filed consistent with the court's
27 electronic filing procedures in accordance with Local Rule IA 10-5. Notwithstanding
28

1 any agreement among the parties, the party seeking to file a paper under seal bears
2 the burden of overcoming the presumption in favor of public access to papers filed in
3 court. *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006); *Pintos*
4 *v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010); *Center for Auto Safety v.*
5 *Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

6 A party may designate as "Confidential" documents or discovery materials
7 produced by a non-party by providing written notice to all parties of the relevant
8 document numbers or other identification within thirty (30) days after receiving such
9 documents or discovery materials. Any party or non-party may voluntarily disclose to
10 others without restriction any information designated by that party or non-party as
11 confidential, although a document may lose its confidential status if it is made public.
12

13 If a party contends that any material is not entitled to confidential treatment,
14 such party may at any time give written notice to the party or non-party who
15 designated the material. The party or non-party who designated the material shall have
16 twenty-five (25) days from the receipt of such written notice to apply to the Court for an
17 order designating the material as confidential. The party or non-party seeking the order
18 has the burden of establishing that the document is entitled to protection.
19

20 Notwithstanding any challenge to the designation of material as Confidential
21 Information, all documents shall be treated as such and shall be subject to the
22 provisions hereof unless and until one of the following occurs:

- 23 (a) the party or non-party who claims that the material is Confidential Information
24 withdraws such designation in writing; or
25 (b) the party or non-party who claims that the material is Confidential Information
26 fails to apply to the Court for an order designating the material confidential
27 within the time period specified above after receipt of a written challenge to
28

1 such designation; or

2 (c) the Court rules the material is not confidential.

3 All provisions of this Order restricting the communication or use of Confidential
4 Information shall continue to be binding after the conclusion of this action, unless
5 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the
6 possession of Confidential Information, other than that which is contained in pleadings,
7 correspondence, and deposition transcripts, shall either (a) return such documents no
8 later than thirty (30) days after conclusion of this action to counsel for the party or
9 non-party who provided such information, or (b) destroy such documents within the
10 time period upon consent of the party who provided the information and certify in
11 writing within thirty (30) days that the documents have been destroyed.
12

13 The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
14 use of documents at trial.

15 Nothing herein shall be deemed to waive any applicable privilege or work
16 product protection, or to affect the ability of a party to seek relief for an inadvertent
17 disclosure of material protected by privilege or work product protection.
18

19 Any witness or other person, firm, or entity from which discovery is sought may
20 be informed of and may obtain the protection of this Order by written advice to the
21 parties' respective counsel or by oral advice at the time of any deposition or similar
22 proceeding.

23 (Signatures on following page)
24
25
26
27
28

Dated: Jul 18, 2025

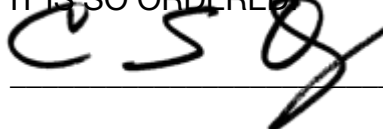
BY: Douglas R Rands

Douglas R Rands
Nevada Attorney General
100 N. Carson Street
Carson City, NV 89701-4717
775-684-1150
Fax: 775-684-1108
Email: drands@ag.nv.gov

By: Luke A. Busby

Luke Busby, Esq.
Nevada State Bar #10319
316 California Avenue
Reno, Nevada 89509
(775) 453-0112
luke@lukeandrewbusbyltd.com

IT IS SO ORDERED:



UNITED STATES MAGISTRATE JUDGE

DATED: July 18, 2025

EXHIBIT "A"

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, 2025, in Ware v. Keast et al., Civil No. 3:22-cv-00037-ART-CSD. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes, or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

By: _____ DATED: _____